## 2026 ERAS PDWS Terms and Conditions



You, a Designated Institutional Official (DIO), or other training program staff user of the Programs Director's Workstation (PDWS) of the Electronic Residency Application Service® (ERAS®), provided by the Association of American Medical Colleges (AAMC), agree to the following terms and conditions regarding your access and use of PDWS. If you are accessing Thalamus products through PDWS, these terms and conditions contain additional Thalamus terms and conditions regarding your access and use of those products.

These terms and conditions incorporate by reference the <u>AAMC Website Terms and Conditions</u>, the <u>AAMC Privacy Statement</u> and the <u>AAMC Policies Regarding the Collection</u>, <u>Use and Dissemination of Resident, Intern, Fellow, and Residency, Internship, and Fellowship Application Data</u> (together, the "AAMC Privacy Policies"), and the PDWS User Guide.

The AAMC shall provide the ERAS services in a professional manner. Other than the foregoing, the AAMC provides the ERAS services "AS IS" and "AS AVAILABLE" without warranty of any kind whether express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose and warranties arising from course of dealing or course of performance or as to completeness or accuracy of any information or data provided under the agreement. The AAMC does not warrant that the service will be secure, timely, error free, or uninterrupted. The AAMC is not responsible for the content, completeness, or veracity of data entered into the ERAS service, and you release the AAMC from any and all liability for inaccurate or incomplete information.

If you violate this Agreement or otherwise engage in conduct that the AAMC determines, in its sole discretion, impacts the integrity of the residency and fellowship program application and selection process, the AAMC may suspend or terminate your AAMC Account, including your access and use of the ERAS service.

It is the policy of ERAS to investigate discrepancies in the ERAS application as well as other materials submitted by or on behalf of an applicant; attempts to subvert the application process; and any irregularities that may occur in connection with application activities. Any such investigation will be conducted in accordance with the ERAS investigation policy (attached policy).

# Your Roles and Responsibilities

You understand and agree to:

- Review and accept the ERAS terms and conditions during the registration process and again at the beginning of each ERAS application season.
- Receive ERAS standard documents only through the ERAS services regardless of the matching service used by your program. For applicants participating activities to fill positions after a matching event, it is essential that the documents be incorporated into PDWS. ERAS standard documents include:
  - MyERAS application
  - Personal statement

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- Photograph
- Medical School Transcript (MST)
- Medical School Performance Evaluation (MSPE)
- Letters of Recommendation (LoRs) (capped at four per program)
- USMLE transcript
- COMLEX-USA transcript
- ECFMG status report
- American Board of Surgery In-Training Examination (ABSITE) report (Fellowship only)

If additional materials are requested by you to assist in your decision-making, those materials must be sent to you outside of the ERAS service.

- Comply with all applicable Federal and local laws in the consideration of applications submitted
  through the ERAS system, including laws prohibiting discrimination on the basis of sex, race, age,
  ethnicity, national origin, disability, citizenship status, or any other protected characteristic.
   Data provided through the ERAS application may not be used to unlawfully discriminate against
  any applicant.
- Maintain the confidentiality of your account information and password. You are responsible for any use of the account attributable to your failure to maintain the confidentiality of your account information. If you become aware of any unauthorized use of your AAMC account, you must notify the ERAS Help Desk immediately; and
- Alert the ERAS Help Desk of suspected fraudulent application activity.

If you are the DIO (or designee), you understand and agree to:

- Verify the accuracy of the list of program directors and program administrators/coordinators by training program at the institution and notify AAMC through Program Management of any changes in program director staffing that would impact access to the ERAS system;
- In advance of a program beginning their annual recruitment cycle work in the PDWS, determine which institution-wide data fields should be screened from view annually;
- Ensure that all institutional staff who access the ERAS system adhere to these terms and conditions.
- Prior to the applicant opening of your program's respective recruitment season, update your program's participation in status in Program Management if you do not wish to receive applications during the upcoming season.
- Communicate and enforce ERAS data protection and privacy policies within your program, ensuring the protection of data and documents.
- Promptly alert the ERAS Help Desk of (i) any breach of security at your institution that might actually or potentially compromise security of the ERAS system and ERAS application data, or (ii)

any known or suspected unauthorized disclosure of applicant personal information of which you or anyone in your program becomes aware.

If you are the Training Program Director (or designee), you understand and agree to:

- Verify the accuracy of the user list of program staff who will access ERAS application materials.
- Coordinate with the DIO regarding the data fields to be screened from view and the timing of revealing the data, if appropriate.
- Limit access to appropriate program staff involved in the recruitment process.
- Ensure that all program staff who access the ERAS application data adhere to these terms and conditions.
- Update the ERAS system to reflect the program participation status prior to your program's
  respective recruitment season; if your program does not wish to receive applications during the
  upcoming season you must indicate it by updating your participation status in Program
  Management; and
- When necessary, update the ERAS system to reflect any changes in program staffing that would impact access to the ERAS system.

## **Program ERAS Data Use and Security**

To ensure that the AAMC honors its commitments to applicants and for the AAMC to best serve the academic medicine community, the AAMC places some limitations on how programs may use the application data, documents, and materials submitted by, in support of, or about an applicant through the ERAS service ("ERAS Data").

You may use ERAS Data only:

- For the purpose of facilitating your program's processes related to selection for a residency, internship, or fellowship position(s); and
- For your program's educational, non-commercial uses, including research.

You understand and agree that:

- You will share ERAS Data within your organization on a "need to know" basis only.
- ERAS Data may be transferred to a third party for the limited purpose of facilitating your program's processes for and during the current application season ("Third Party Permitted Use") and for no other reason. If you share ERAS Data for a Third Party Permitted Use, you must ensure that the third party agrees to appropriate confidentiality, security, and use limitations as least as stringent as those in these terms and conditions. Examples of uses that are not Third Party Permitted Uses include using ERAS Data in ways that exceed what your program itself is permitted to do, aggregating or commingling ERAS Data from multiple institutions, using artificial intelligence tools that do not contain appropriate confidentiality, security, and use limitations, and creating derivative data to be used for commercial purposes not related to the current application season.
- Any third-party research must send a request to <a href="https://www.aamc.org/request-aamc-data">https://www.aamc.org/request-aamc-data</a>
   Your use of ERAS Data must be consistent with the AAMC Policies Regarding the Collection, Use,

and Dissemination of Resident, Intern, Fellow, and Residency, Internship, and Fellowship Application Data;

- You will use reasonable efforts to secure ERAS Data and to prevent unauthorized viewing or usage. Specifically:
  - ERAS data filters shall be evoked to limit access to ERAS Data on a "need to know basis";
  - Do not share ERAS usernames or passwords within your organization or with any third parties; and
  - Printers used for output of ERAS documents shall be secured in an area with limited access in order to protect the privacy of ERAS Data.
  - You will enable two-factor authentication (2FA) on the AAMC account you use to access
     PDWS. For more information:
- In instances where applicants have waived their right to see a letter of recommendation (LoR), LoR Authors submit LoRs with the understanding that those letters will not be shared with applicants or persons outside of the institution's staff involved in the recruitment process. In these instances, you will not share LoRs with applicants at any time, during or after, the recruitment season.
- Standard ERAS Documents are retained by the AAMC in accordance with the AAMC's internal
  document and data retention policy. You should retain the Standard ERAS Documents in
  accordance with your organization's applicable organizational policies and state laws and
  regulations.

#### You must not:

- Sell or license ERAS Data for a fee;
- Use ERAS Data for marketing purposes;
- Use ERAS Data to engage in unlawful discrimination;
- Use ERAS Data to contact applicants for surveying or research purposes prior to that year's NRMP's rank order list submission or other applicable selection event; or
- Share ERAS Data in the context of your program's recruitment activities with applicants, trainees
  or other organizations/entities for any purpose, including a trainee's subsequent application to
  other programs (e.g., fellowship or other residency positions; board certification, state licensure,
  etc.).

Any other use or disclosure of ERAS Data is unauthorized, without express prior written permission of the AAMC.

## **Program Data**

Any data created or collected during your use of PDWS that is not ERAS Applicant Data is "ERAS Program Data". AAMC will handle ERAS Program Data that is personal information in accordance with the <u>AAMC Privacy Statement</u>. For any ERAS Program Data that is institutional information, you agree that the

AAMC, and its service providers and qualified third parties, may use such information for operational and research purposes.

### Letters of Reference

#### You acknowledge that:

- LoRs are the property of the individual who signed the letter ("LoR Author"), not the applicant, and the LoR Author has the right, at any time, to edit, revoke, or rescind their LoR regardless of whether the LoR Author personally uploaded the letter or selected a designee to upload the letter on their behalf. Once an applicant has submitted the applicant's application to a program, the applicant's selection(s) of which LoR(s) to send to that program are locked. The applicant may not change (i.e., remove) a LoR selection once it has been locked, even if the LoR author has edited, revoked, or rescinded their LoR.
- If you act as an LoR Author designee, you agree to the terms and conditions of the Letter of Recommendation Portal (LoRP) and will assist in the administration of your LoRs as directed by the LoR Authors, including rescinding (without replacement) LoRs.

## Geographic Preference

If your program's Specialty society choses to participate in Geographic Preference, your program will have access to applicant's geographic preference details. If the society has not opted in to Geographic Preference, applicants' geographic preference details will not display.

By using Geographic Preferences, You, a Program Director, a Designated Institutional (DIO), or other Training Program Users, agree to the following Terms and Conditions.

- You will know if an applicant has a preference for your geographic division or if they have indicated that they have no division preference, meaning they would be interested in going anywhere geographically.
- You will not know, if an applicant does not provide a response for geographic preference or indicates a preference for another geographic division.
- Geographic Preference information is appropriate for use in pre-interview screening only.
- Appropriate Use of Geographic Preference information. Geographic Preference information is intended to provide programs with additional information on applicant preferences The following actions are prohibited:
  - i. Asking applicants their geographic preference when they did not provide a response.
  - ii. Asking applicants if they have indicated a preference for another geographic division.
  - iii. Asking an applicant their division preferences when they are not indicated.
  - iv. Using geographic preference information when creating or finalizing the program's rank order list or the preference list created during SOAP. This information is appropriate for use in pre-interview screening only.

## Program Signals (Select Residency and Fellowship Programs Only)

If your program's Specialty society choses to participate in Program Signals, your program will be opted in to receive program signals from applicants. If your program does not want to receive Program Signals, your program may opt out by emailing .

By using Program Signals, You, a Program Director, a Designated Institutional (DIO), or other Training Program Users, agree to the following Terms and Conditions.

- Sign up. If you are the DIO (or designee), or Training Program Director, you must alert ERAS if
  your program will be receiving program signals from applicants by indicating your participation
  status in Program Management by the deadline conveyed by ERAS Communications each
  season.
- 2. **Appropriate Use.** Program Signals are intended to provide programs with additional information on applicant preferences. The following actions are prohibited uses of Program Signal information:
  - i. Disclosing the identity of an applicant who has sent your program a signal.
  - ii. Asking an applicant to which programs they sent signals.
  - iii. Asking applicants why they chose not to signal your program during the residency and fellowship selection process.
  - iv. Using program signal information when creating or finalizing the program's rank order list or the preference list created during SOAP. This information is appropriate for use in pre-interview screening only.

The AAMC may use applicant Program Signal data and other applicant preference information consistent with the AAMC <u>Privacy Statement</u>, including but not limited to educational and research purposes, aggregated reports to assist applicants in making program selections, and other data activities in support of the medical education community. If you have concerns about disclosure of aggregated Program Signal data related to your program, please contact the AAMC at <u>ERAS Support</u>.

# Terms and Conditions for Use of the Thalamus Core, Cerebellum Services, and Cortex Services

You further agree to the following terms and conditions regarding your access and use of the Thalamus Core services (the "Core Services"), Cerebellum services (the "Cerebellum Services"), and Cortex services (the "Cortex Services").

The Core Services, Cerebellum Services, and Cortex Services are third party services offered by SJ Medconnect, Inc., d/b/a "Thalamus". The AAMC has already paid for access to these services, and is now offering them for you to use on a complimentary basis.

These terms and conditions incorporate by reference the <u>Thalamus Online Terms and Conditions</u> and the <u>Thalamus Privacy Policy</u> (the foregoing collectively, the "Thalamus Terms"). By registering for the Core Services, Cerebellum Services, and/or Cortex Services you agree (on behalf of the program and/or institution for which you are registering for such services) to be bound by the Thalamus Terms with respect to your program's and/or institution's access to the Core Services, Cerebellum Services, and Cortex Services.

To the extent you have entered into an "order form" or "statement of work" ("Order Form"), or client services agreement, master services agreement, or other written agreement (a "Written Agreement")

with Thalamus for use of Thalamus's services aside from the Core Services, Cerebellum Services, and Cortex Services (for example, Thalamus's "Video Interview" services), the terms and conditions of such Order Form or Written Agreement shall control in all cases with respect to the services specified in such agreement.

However, to the extent that you have previously entered into an Order Form as part of a Written Agreement directly with Thalamus for use of the Core Services, Cerebellum Services and/or Cortex Services, you understand and agree that:

- With respect to the Core Services, Cerebellum Services and Cortex Services, such prior Order
  Form is hereby terminated and superseded and of no further force and effect (but shall continue
  to apply to any other services, such as Video Interview), and these Thalamus Terms shall prevail
  in all respects regarding your use of the Core Services, Cerebellum Services and Cortex Services;
  and
- 2. To the extent the Written Agreement, by its terms, would have terminated due to termination of the Order Form for the Core Services, Cerebellum Services and/or Cortex Services, such Written Agreement is hereby amended such that the Written Agreement shall remain in full force and effect until terminated for other reasons; provided that, for clarity, your use of the Core Services, Cerebellum Services and Cortex Services will be solely governed by these Thalamus Terms.

**Opt-in for ERAS 2026 participation (April 1, 2025 - May 31, 2026):**Bulk onboarding to Thalamus will begin on April 1, 2025 to align with the ERAS 2026 season opening. Programs will receive an email containing account and login information within 72 business hours of season opening or the date of form submission (for opt-ins after April 1, 2025). Programs are onboarded on a first-come, first-served basis.

**Opt-in for ERAS 2025 participation (until May 31, 2025):**Bulk onboarding to Thalamus began on June 5, 2024. Programs will receive an email containing account and login information within 72 business hours following opt-in. Programs are onboarded on a first-come, first-served basis.